

## **Customer Commitments**

We at Cape Air are dedicated to making every flight a safe and pleasant experience for our customers. Our Customer Commitments address a number of service goals we have defined for ourselves. We hope you will let us know how we are doing so that we may learn how to best serve your needs and expectations. Thank you for flying with us!

### **1. Lowest Available Fare**

When customers contact our Reservations Office, visit our Airport Ticket Counters or City Ticket Offices, or book flights through [www.capeair.com](http://www.capeair.com) we will offer the lowest fare available through that booking channel for which the customer is eligible for the date and flight requested at the time of the request. Customers should advise Cape Air of any special status that might qualify them for any special fare or discount. If a customer indicates flexibility in his/her travel plans in order to obtain a lower fare, our agents will offer to check availability for specific alternative dates and times. Occasionally, lower fares may be available online at [www.capeair.com](http://www.capeair.com).

### **2. Services to Mitigate Inconveniences Resulting from Delays, Cancellations, Diversions & Schedule Changes**

Cape Air undertakes to use reasonable effort to transport all Customers and baggage expeditiously. Unfortunately, there are times when irregularities or changes in schedule occur. In these instances, Cape Air reserves the right to alter the method of transport, route traveled, or services provided for any reason whatsoever (including but not limited to weather, aircraft or unserviceable equipment, operational conditions or requirements) in accordance with the provisions below.

#### **Applicability**

- Flights originating in the United States

Where the Cape Air flight originates in the United States, the provisions of this section apply to a Customer who has a ticket and a confirmed reservation on a flight that incurs a Schedule Change, Schedule Irregularity, or Force Majeure Event.

- Flights not originating in the United States

Where the Cape Air flight originates outside the United States, the following provisions apply to a Customer who has a ticket and a confirmed reservation on a flight that incurs a Schedule Change, Schedule Irregularity, or Force Majeure Event, unless a local or international law regulates such matter.

- Schedules are subject to Change

Irregularities or changes do not include times shown on timetables or elsewhere as these are not guaranteed and form no part of our Contract of Carriage. Schedules are subject to change without notice.

#### **Communication with Our Customers**

Cape Air will provide Customers with timely updates regarding known delays, cancellations and diversions within 30 minutes of becoming aware of the flight irregularity, and will strive to provide the best available information concerning the duration of delays and, to the extent available, the flight's anticipated departure time.

Notification will be available:

- through boarding area announcements where airport gates are staffed;
- through flight information screens located at some Cape Air airport boarding areas;
- online at [www.capeair.com](http://www.capeair.com); and
- upon request through contacting our Reservations Offices.

For planned changes in schedule prior to the day of departure, Cape Air will do its best to notify you via email or phone if you have provided us with your contact information when making your booking.

### **Schedule Change**

When a Customer is affected by a planned change in schedule, Cape Air will, at its election and in collaboration with the Customer, arrange one of the following:

- Transport the Customer on a substitute flight operated by Cape Air which is close in time to the original flight and terminates at the Customer's final Cape Air destination at no additional cost.
- Reroute the Customer over the lines of another carrier with whom Cape Air has agreements for such transportation when there is no substitute Cape Air flight, as when Cape Air cancels all service between the origin and destination.
- Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Customer.
- Assist Customers with interline itineraries to obtain substitute transportation, when needed because of a Cape Air schedule change, on the same connecting carrier or on another connecting carrier with whom that carrier has an agreement for such transportation. Additional costs may or may not apply depending upon the carrier with whom the Customer has arranged for interline transportation or the vendor from whom the Customer has purchased tickets for travel on the other carrier.
- Except to the extent provided by local or international laws, Cape Air shall not be liable beyond that which is provided herein.

### **Schedule Irregularity**

When cancellations or major delays are experienced by our Customers because of a Schedule Irregularity, Cape Air will, at its election and in collaboration with the Customer, arrange one of the following:

- Transport the Customer on the next Cape Air flight on which space is available.
- Reroute the Customer over the lines of another carrier with whom Cape Air has agreements for such transportation.
- When other options via air are not available, provide alternative transportation via ground or sea with vendors with whom Cape Air has agreements for such transportation.

- Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Customer.
- In the event the Customer misses an onward connecting flight on which space is reserved pursuant to an interline, code share, or airline partner itinerary, Cape Air will arrange for substitute transportation.
- Except to the extent provided by local or international laws, Cape Air shall not be liable beyond that which is provided herein.
- Cape Air shall have no obligation to honor another carrier's ticket that does not reflect a confirmed reservation on Cape Air, unless the issuing carrier reissues the ticket for any change in routing. In the event such carrier is not available to do this, Cape Air reserves the right to reroute Passengers only over its own lines between the points named on the original ticket.

**Force Majeure Events:**

- Cape Air may, in the event of a force majeure event, without notice, cancel, terminate, divert, postpone, or delay any flight or reservation and determine if any departure or landing should be made, without liability except to refund for any unused portion of the ticket.
- When cancellations or major delays are experienced by our Customers because of a Force Majeure Event, Cape Air personnel will assist the Customer to obtain alternative means of travel (on Cape Air, a partner airline, or via ground or sea transportation) or offer a refund of the unused portion of the ticket. Cape Air does not have liability in such a situation except for the refund of the unused portion of the ticket.

**Amenities in case of Delayed or Cancelled Flights:**

- No amenities or compensation will be provided to a Customer on a flight that is delayed or cancelled when the delay or cancellation is at the Customer's home city.
- No amenities or compensation will be provided to a Customer on flights that are delayed or cancelled due to any force majeure event. For Passengers eligible for amenities, these may include, at Cape Air's discretion:
  - Lodging – when protracted delays necessitate an overnight stay
  - Meals – when delay extends beyond normal meal hours
  - Ground Transport – when required for access to lodging and/or meals
  - Special Services – Cape Air will provide such amenities as necessary to maintain the safety and welfare of certain Customers such as qualified individuals with disabilities, unaccompanied minors, or the elderly.
  - Cape Air Tickets – for free one-way or roundtrip travel on future Cape Air flights,
  - Travel Vouchers - for discounts off future code share or partner flights when impacted flights are operated under the trade name of partner airline
- In all cases, Cape Air will attempt to communicate frequently and keep the Customer informed as to the nature of delayed flights.

## **Diversions**

It is sometimes necessary for flights to divert, or land at a location other than the flight's intended destination. Medical emergencies and severe weather conditions are examples of situations when a flight could land in another city. If we believe there is a reasonable possibility that a flight will be diverted, that information will be provided to you before departure and you will be given an opportunity to decide whether you prefer to board the flight or seek alternative transportation. In the event a diversion decision occurs after the aircraft has departed, the crew will inform you when it is safe and possible to do so.

In extreme circumstances, it is possible that a flight will cancel while on the ground in the city to which it was diverted. When this happens, you will be rerouted on the next Cape Air flight with available seats. If you knew of the possibility of the diversion before boarding the flight and decided to continue on your journey, Cape Air will do its best to assist you with accommodations or alternative transportation, but will not be financially responsible for providing such accommodation or transportation. If the diversion was unplanned or if you did not know of the possibility of diversion before boarding the flight, Cape Air will:

- Transport the Customer on the next Cape Air flight on which space is available.
- Reroute the Customer over the lines of another carrier with whom Cape Air has agreements for such transportation.
- When other options via air are not available, provide alternative transportation via ground or sea with vendors with whom Cape Air has agreements for such transportation and,

If necessary, provide reasonable overnight accommodations and/or meals.

## **Liability Limitations**

Cape Air is not responsible for any special, incidental or consequential damages for failure to meet the commitments of this section.

## **3. Baggage Delivery**

Cape Air strives to deliver checked baggage to our customers in the baggage claim area in a timely and efficient manner. When on occasion a bag is missing or remains unclaimed, we will make every reasonable effort to locate and return the bag within 24 hours or less using a comprehensive system and process to track missing baggage and to communicate with affected customers.

If you are unable to locate a bag upon arrival, you should notify a Cape Air agent prior to leaving the airport, or within 4 hours of the flight's arrival. At that time, the bag delivery procedure will be explained. (Please note that different procedures apply for baggage that is accepted as "Excess" and carried subject to space availability on aircraft.) For customers away from their originating city, a Cape Air agent is able to authorize the reimbursement of reasonable interim expenses for purchasing essential items during the process of locating the missing bag. Once a delayed or misrouted bag is located, a delivery company will return the bag to your local address at our expense. Delivery is not provided if the bag was accepted as "excess" because of the size, weight, or number of bags carried with you on your journey.

Please place your name, address and telephone numbers on the inside and the outside of your bag. Also, we recommend that you carry onboard certain items such as travel documents, medicines, keys or any items of particularly high personal value.

#### **4. Baggage Liability**

Domestic travel is defined as travel in which the itinerary remains within the U.S., including Puerto Rico and the U.S. Virgin Islands. For domestic travel, liability for loss, delay or damage to checked baggage, or any baggage or personal item which is taken into custody by Cape Air, is limited to the fair market value at the time of the loss, damage or delay and will not exceed (except for wheelchair and other assistive devices) (1) for on-line travel solely on Cape Air with no connecting service, \$500 per passenger; (2) for interline travel where the Cape Air flight segment is included on the same ticket as a connecting flight segment of another airline with an aircraft of more than 60 seats, \$3500 per passenger as per federal rules; and (3) for interline travel where the Cape Air flight segment is included on the same ticket as a connecting flight segment of another airline with an aircraft of 60 seats or less, \$500 per passenger.

International travel is defined as travel in which the itinerary contains one or more segments of travel outside of the U.S., including Puerto Rico and/or the U.S. Virgin Islands. For travel governed by the Warsaw Convention, we will reimburse up to \$9.07 per pound (\$20.00 per kilo) for checked baggage. For unchecked baggage in the custody or control of Cape Air, liability is limited to a maximum of \$400 per passenger. For travel governed by the Montreal Convention, we will reimburse up to 1,131 Special Drawing Rights per passenger for checked and unchecked baggage.

Cape Air assumes no responsibility or liability for loss or damage to unchecked, carry-on baggage, or carry-out baggage, unless the loss or damage occurred while in the sole custody of Cape Air or was caused by the sole negligence or willful misconduct of Cape Air.

Claims procedures will be provided to you at the time a claim is filed. All bag fees paid for lost bags that are not subsequently found will be refunded. We will not pay for normal wear and tear. All claims are subject to proof of actual loss and actual value for reimbursement will be determined by the documented original purchase price. This may be demonstrated through presentation of original purchase receipts or evidence of actual value. Certain valuable, fragile and perishable items (e.g. cash, jewelry, cameras) are excluded from liability and a list of these items may be found in our Contract of Carriage located on [www.capeair.com](http://www.capeair.com).

Please remember to not lock your checked baggage, as required by Federal regulations.

#### **5. Refunds within 24 Hours of Purchase**

Cape Air requires instant purchase at the time you book your reservation through all booking channels, including our Reservations Offices, Airports, City Ticket Offices, web sites, and travel or online agencies. For all customers booking with Cape Air, we will provide the opportunity for you to think about your travel plans, consult travel companions, or seek alternative transportation options. For reservations made through

our Reservations Office, City Ticket Offices, and Airports, you may obtain a refund, without penalty, within 24 hours of the purchase, even for non-refundable tickets.

## **6. Prompt Ticket Refunds**

We strive to provide prompt refunds for eligible tickets once all appropriate documentation is received. When issuing a refund, the refund will include the fare, taxes and any pre-paid optional services. Refunds are processed within 7 business days of receipt of the required information. Credit card refunds may take up to 2 billing cycles before appearing on the credit card statement. Refunds by cash or check will be processed within 20 days of receipt. Refunds will only be issued in the name of the purchaser or customer, as applicable.

For refund request guidelines, please visit <https://www.capeair.com/scripts/refunds.php>. For additional assistance, you may also contact our Refund Department at (508) 957-6909 or [refunds@capeair.com](mailto:refunds@capeair.com).

For tickets issued by travel agents, online booking agencies or other airlines, including interline and code share airline partners, for travel on Cape Air, please direct the refund request to that agent or airline for processing. In this situation, the agency or other airline refund policy may apply.

Refunds for lost tickets require the completion of a lost ticket application. This application may be obtained at any Cape Air airport ticket counter or through Cape Air's Refund Department at (508) 957-6909 or [refunds@capeair.com](mailto:refunds@capeair.com). There is a designated waiting period before a refund may be issued to ensure the ticket is not found and used. This period may be up to 1 year.

## **7. Accommodating Customers with Special Needs**

### **Unaccompanied Minor Service & Young Travelers**

Cape Air's unaccompanied minor service allows children in certain circumstances to travel alone on our flights. We have established the following guidelines:

- Minors under the age of five (5) are not accepted for travel unaccompanied.
- Minors age five (5) through eleven (11) years will be accepted for online travel for non-stop itineraries as unaccompanied minors on Cape Air (9K) marketed flights.
- Parents or guardians may request a person twelve (12) years of age or older to be escorted as if he or she was an unaccompanied minor for travel on online, non-stop itineraries on Cape Air (9K) marketed flights.
- For travel on United Express (UA\*) marketed flights operated by Cape Air, minors age five (5) through fifteen (15) are required to travel as unaccompanied minors.
- Connecting & Interline itineraries - Unaccompanied minors are not accepted for interline connecting itineraries, including to/from codeshare partners. For travel on Cape Air operated as "United Express", unaccompanied minors are only accepted for travel on non-stop flights.

- There is no additional service charge or escort fee levied by Cape Air for any routes other than Micronesia.
- Young adults age 12 through 17 may travel independently as Young Travelers on Cape Air (9K) marketed flights. Young adults between sixteen (16) and seventeen (17) years may travel independently as Young Travelers on United Express (UA\*) marketed flights. Escorted services under this provision are not available. The age at which a Young Traveler is permitted to travel unaccompanied for connecting itineraries with other airlines is the age as defined by the major airline partner to or from which the Young Traveler is connecting.

When taking your child's reservation, we will request telephone numbers for parents or guardians. At check-in, you will also be asked to provide names, addresses and phone numbers for you and the party meeting your child. We recommend checking in early to ensure there is adequate time to complete the required paperwork. You will need to stay with your child until the flight departs. We will require the party meeting your child to show proper identification before releasing your child to that party.

The welfare of unaccompanied minors is a matter we take very seriously. If there is a possibility that your child's flight may be delayed, terminate at an airport other than the minor's destination, or misconnect for any reason, we may change your child's flight, including the departure date. Unaccompanied minors will be in the presence of Cape Air's representatives at all times.

### **Customers with Disabilities**

Cape Air endeavors to provide customers with disabilities safe, dignified, professional, and courteous service at all times. In providing this service, Cape Air will consult with the customer about any assistance and special plans arranged on the customer's behalf. We may require some customers with disabilities to travel with an accompanying safety assistant if:

- The customer, due to a mental disability, is unable to comprehend or respond appropriately to safety instructions from airline representatives.
- The customer has a mobility impairment so severe that the person is unable to assist in his/her own evacuation of the aircraft.
- The customer has both severe visual and hearing impairments and cannot establish some means of communication with airline personnel, adequate to permit transmission of the safety briefing.

### **Boarding Assistance**

For Customers generally must be physically able to ascend/descend several steps with minimal assistance to access Cape Air aircraft. For service aboard the 46-passenger ATR-42, assistive devices such as a ramp or lift are available for customers needing special assistance. Advance notification when making your reservation with our partner, United Airlines, is recommended to arrange for this service.

For travel onboard our Cessna Caravan Amphibian, access is land-side at an airport or water-side from a floating dock to which the aircraft is tethered. Boarding land-side requires the customer to ascend approximately 12 steps and there are handrails on both sides of the steps for self-support. Boarding via water-side requires the customer to step

from a dock onto the airplane pontoon, akin to stepping into a boat on the water. Once the customer has stepped onto the pontoon, the customer must then climb a few stairs with the support of only a helping hand as there is no railing for these stairs. While unlikely, there is the possibility in some situation that the customer may be required to cross a soft surface such as sand to reach the aircraft. It is important to note that amphibious aircraft operate in a seashore and marine environment where facilities are often unavoidably slippery or wet. Passengers are urged to use extreme caution on all docks, ramps, floats, and when entering and exiting aircraft. Please do not hesitate to take extra time or seek assistance in moving about facilities or on and off our aircraft, as your safety and that of our employees is our highest priority.

Except for transport in the 46-passenger ATR-42 aircraft (as noted above), physical limitations preclude the use of jet bridges, lifts, boarding chairs or other feasible devices to enplane a customer needing assistance. When this happens, Cape Air employees will provide reasonable assistance. This assistance may include, depending upon the limitations of the aircraft and ramp/dock, steadying a customer or providing a helping hand as the customer ascends or descends the step(s), assistance in getting to or from the seat, and assistance with loading and retrieving carry-out or carry-on items and other assistive devices stowed on board. Employees are not permitted, however, to lift or carry customers on board the aircraft, assist with medical services, or assist inside the lavatory (available on board the ATR-42 only). As the safest seating arrangement for such customer may vary with the situation and with the aircraft type, Cape Air may offer to pre-board the customer or may suggest boarding the customer last for access to the most accessible seat.

### **Assistive Devices**

One wheelchair or mobility assistive device per passenger will be accepted and transported at no additional charge. Early check-in is recommended for all passengers with assistive devices so that there is adequate time to load the device on board and offer any special assistance that may be needed.

- *For transport in the Cessna 402, Britten Norman Islander and Cessna Caravan Amphibian:* Due to space limitations of the aircraft, only collapsible, non-motorized wheelchairs (and other non-battery-powered mobility assistive devices) are accepted. Advance reservations are recommended because, with limited space and weight constraints, only one wheelchair per aircraft may be booked confirmed space, ensuring its safe and reliable transport with the passenger. Wheelchairs are approved on a first-come, first-served basis. If more than one passenger requires the transport of a wheelchair on any particular flight, priority will be given to the passenger who booked the wheelchair. Every reasonable effort will be made to transport additional wheelchairs, but space, weight and safe storage constraints of the additional wheelchairs may require them to be transported on a different flight.
- *For transport in the 46-Passenger ATR42 in our Micronesia region:* Advance notification when making your reservation with our partner, United Airlines, is recommended. Both collapsible and electric



wheelchairs and assistive devices are accepted, subject to the limitations herein. The installed lithium battery must not exceed 300 Wh. For carriage of spare batteries, the maximum permitted is either one spare battery not exceeding 300 Wh or 2 spare batteries not exceeding 160 Wh each. Adaptive wheelchairs may exceed the limitations of the aircraft entryways in which case they cannot be accepted for transport. Transport of an electric wheelchair or provision by Cape Air of Dangerous Goods packing for wet cell batteries (only Cape Air packaging, when required in accordance with Cape Air policy, is permitted) both require 48 hours advance notice and 1 hour advance check-in to ensure all pre-flight needs are met before departure. If these advance requirements are not met, Cape Air will make a reasonable effort to accommodate the needs of the customer prior to scheduled departure time. All wheelchairs must be stowed in the forward cargo compartment, as they are not able to be safely stowed in the cabin. Some wheelchairs may be disassembled to safely fit into the aircraft compartments and reassembled at the destination city upon arrival, although every effort will be made to transport the wheelchair intact.

The lavatories in the ATR42 are not wheelchair accessible. Wheelchairs are additionally accepted as unaccompanied baggage.

Assistive devices such as wheelchairs, strollers, walking sticks and infant car seats are all part of the customer's free baggage allowance. For an infant or child-safety seat to be used on board, it must be government-approved for use in aircraft by the FAA or other authorized government agency, have a harness which attaches the child to the safety seat, be fitted with a hard seat, and attach directly to the aircraft seat.

### **Infants**

Infants under 2 years of age will be allowed to travel on the lap of an adult. Tickets or the collection of taxes may be required depending upon the itinerary.

### **Customers of Size Requiring Additional Space on Board the Aircraft**

To ensure that all customers have access to safe and comfortable seating on board our Cessna 402, Britten Norman Islander and Cessna Caravan Amphibian aircraft, we are providing the below guidance. For travel on board our ATR-42 aircraft, please refer the contract of carriage for our partner, United Airlines, for their policy regarding "Passengers Occupying Two Seats."

*For Transport in the Cessna 402, Britten Norman Islander and Cessna Caravan Amphibian:*

The design of the seat belt system for these aircraft does not permit customers to sit on or between two seats and/or use seat belts adjacent to different seats to secure themselves during flight. For this reason, each customer must be able to sit in one seat and use the seat belt intended for the seat in which he or she is seated. Seat belt extenders, generally extending the length of a seat belt 24 inches, are available on the Cessna 402 for customers who may need to lengthen the size of the belt. Seat belt extenders are not generally permitted for use with the shoulder harness belt system installed in the Britten

Norman Islander and the Cessna Caravan Amphibian. The width of each seat and seat belt capacity may be used as a guide when determining whether someone may be safely accommodated on board our aircraft. For the Cessna 402, the seat width is 17 inches, seat belts are typically 40 inches in length across the lap and the aircraft door width for entry is 22 inches. For the Britten Norman Islander, the seating is “bench” style, the available space for each passenger being ½ of the bench seat which is approximately 18 inches. Seat belts are typically 40 inches in length across the lap and the aircraft door width for entry is 36 inches wide for all doors except one which is 24 inches. For the Cessna Caravan Amphibian, the seat width is 18 inches, seat belts are typically 38 inches in length across the lap and the aircraft door width for entry is 42 inches wide x 50 inches tall.

Customers of size may contact our Reservations Office in advance to let us know they may need additional time or assistance to board, or they may discuss their needs with our Airport Customer Service Agents. Customers of size must be able to be transported without compromising the safety of themselves or other passengers on board the aircraft; however Cape Air will not refuse to provide transportation to any customer solely because a customer’s size results in an inconvenience to crewmembers or other passengers.

### **Service Animals**

Cape Air accepts, free of charge, service animals including trained animals accompanying disabled customers or government officials and animals used for emotional support. For a list of acceptable animal types and additional requirements, please visit [www.capeair.com](http://www.capeair.com) or contact our Reservations Office. Customers may also want to check into local regulations at the destination location which may apply and impose further requirements or restrictions.

Advance reservations are recommended for travel particularly in all regions except for Micronesia because, for important safety reasons, Cape Air is only permitted to transport one live animal per aircraft.

For the Cessna 402 and ATR42, there is no size or weight limit for the service animal. Due to the nature and size of the Britten Norman Islander and Cessna Caravan Amphibian aircraft, animals in excess of 35 pounds cannot be safely carried on board. .

### **Therapeutic Oxygen**

*For travel in the Cessna 402, Britten Norman Islander and Cessna Caravan Amphibian:* Personal oxygen supplies, canned oxygen, and oxygen cylinders are **not** permitted to be **used** on board and Cape Air is not authorized to provide medical oxygen. Due to stowage limitations, Cape Air does **not** permit the **use** of Portable Oxygen Concentrators (POCs) onboard the aircraft.

While use is not permitted, beginning August 22, 2016, Cape Air accepts onboard the aircraft Portable Oxygen Concentrators (POCs) that meet FAA acceptance criteria for carriage. See our Contract of Carriage for more information.

POC which do not conform to the above acceptance criteria may be **transported** as a portable electronic device (PED) if done so in accordance with all of the rules which apply to the carriage of a PED (e.g. battery policies, etc). All POCs must be stowed and are **not** permitted to be used at any time onboard the aircraft.

Personal oxygen cylinders or canned oxygen may **not be transported as checked baggage, carry-out baggage, nor carried** on board the aircraft. Customers connecting to or from other airlines should take particular note of this restriction.

Continuous Positive Airway Pressure (CPAP) machines may be transported as checked baggage or as a carry-out item. Their use, however, is prohibited.

For any device that may, in accordance with this section, be transported, although the device must meet carry-out or carry-on size and weight requirements, these devices are assistive devices for customers with disabilities. As such, they do not count toward checked, carry-out or carry-on baggage limits and are a part of a customer's free baggage allowance.

*For travel in the 46-Passenger ATR-42:*

Beginning August 22, 2016, Cape Air accepts Portable Oxygen Concentrators (POCs) that meet FAA acceptance criteria for carriage and use onboard the aircraft during all phases of flight, subject to meeting both acceptance criteria and operating requirements. See our Contract of Carriage for more information on both acceptance criteria and operating requirements.

POC which do not conform to the above acceptance criteria may be **transported** as a portable electronic device (PED) if done so in accordance with all of the rules which apply to the carriage of a PED (e.g. battery policies, etc). All POCs must be stowed and are **not** permitted to be used at any time onboard the aircraft if carried pursuant to this paragraph.

For any device that may, in accordance with this section, be transported, although the device must meet carry-out or carry-on size and weight requirements, these devices are assistive devices for customers with disabilities. As such, they do not count toward checked, carry-out or carry-on baggage limits and are a part of a customer's free baggage allowance.

Cape Air is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the customer or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or willful misconduct of Cape Air.

Medical oxygen, supplied by Cape Air or its vendors or codeshare partners may be available for an additional charge. This service is limited and subject to availability. For oxygen cylinders provided by a codeshare partner, please refer to that airline's Contract of Carriage for specific requirements. For travel in Micronesia, customers are requested to contact the United Airlines' Reservations Office at least 48 hours in advance to confirm all requirements, including the required Doctor's statement.

When connecting to or from any flight, including interline and codeshare partners, the customer is responsible for notifying and making independent arrangements directly with the other airline.

## **8. Essential Customer Needs During Extraordinary Delays**

Our top priority is the safety and well-being of our customers, and we are focused on having all our flights arrive and deplane on time. On very rare occasions, there may be extraordinary events that result in very lengthy onboard delays. These are situations in which an aircraft is delayed on the ground but does not have access to a terminal gate for an excessive period of time. We have developed detailed contingency plans to address these situations and will work with other carriers and the airports in offering the best service available. In such events, we will make every reasonable effort to ensure your essential needs, such as food, water, restroom facilities and access to basic medical assistance, are met. For more information about our Long Tarmac Delay Plan and Procedures, visit [www.capeair.com](http://www.capeair.com).

## **9. Oversold Flights**

Cape Air's flights, including flights operated as code share flights or pursuant to airline partner agreements, are subject to overbooking which could result in Cape Air's inability to provide previously confirmed reserved space for a given flight. In such a situation, Cape Air's policy on Denied Boarding will apply.

If at departure time more customers with confirmed reservations are present than there are seats on the aircraft, Cape Air will encourage customers to voluntarily relinquish seats in exchange for a free Cape Air ticket on any route, or other compensation, in an amount determined by Cape Air. The request for and selection of volunteers will be in a manner determined solely by Cape Air. Cape Air will transport the customer on its next flight on which space is available, or make other arrangements as mutually agreed. On extremely rare occasions, a customer may be denied boarding on an involuntary basis if volunteers are not obtained. In such events, we will usually deny boarding based on check-in time, but we may also consider factors such as hardships or connections further along in the customer's journey.

Additional information concerning our Overbooking and Denied Boarding policies can be found on [www.capeair.com](http://www.capeair.com).

## **10. Check-in Requirements**

### ***Airport Show Times and Re-check Requirements.***

All customers must check-in within the guidelines provided in the below chart. Check-in may occur with a Cape Air agent at the Cape Air departure ticket counter, online at [www.capeair.com](http://www.capeair.com) (*coming soon*), or with a partner airline with whom we offer the ability to check-through to your final destination.

**Customers who receive boarding passes through [www.capeair.com](http://www.capeair.com) or a partner airline must re-check with a Cape Air agent within the time limits in the below chart.** This allows us the time we need to gather information required to perform our

weight and balance, as well as the time needed by airports to screen all baggage and passengers prior to boarding.

If you are checking bags, failure to observe these minimum times may result in insufficient screening time by the airports and your bag may not be delivered to us in time for your flight.

All Cape Air flights board approximately 10 – 15 minutes before departure time. Passengers who have not presented themselves to Cape Air 20 minutes prior to departure time are subject to having their reservation for that flight cancelled as well as all other reservations within the same itinerary.

Although we do our best to plan for carriage of both passengers and their bags for every flight, sometimes actual weights exceed these planning limits and measures must be taken to manage the circumstances at hand. Weather or other flight planning conditions may also require the carriage of additional fuel further limiting our ability to carry all that we originally planned for each passenger. In these instances, passengers who check-in or re-check after the recommended times and any excess luggage are the most likely to be reaccommodated on another Cape Air flight.

The guidelines in the chart are only a recommendation based on the best information available at this time. Conditions may vary by airport, date of travel or during peak travel times. Cape Air is providing general guidance to assist in decision-making and offers no guarantees to customers complying with these recommendations. It is the customer's responsibility to arrive at the airport with enough time for all airline and airport processing requirements to be met.

For our New York City ground shuttle to Westchester County Airport, please arrive at the departure point (Northeast corner of 35<sup>th</sup> Street and 8<sup>th</sup> Avenue) 10 minutes prior to the scheduled pick-up time.

Micronesia customers traveling to or from Guam should refer to [United.com](http://United.com) for check-in and other requirements.

Departing From	To	Checking Bags	Not Checking Bags and WITHOUT Boarding Pass	Not Checking Bags and WITH Boarding Pass
Albany Billings Boston Chicago St.Louis San Juan Any City Not Listed	All Cities	Baggage check-in at ticket counter  <b>60 Minutes</b> before departure	Check-in at ticket counter  <b>60 Minutes</b> before departure	Re-check required at gate  <b>30 Minutes</b> before departure
All Cities	Albany Billings Boston Chicago St. Louis Any City Not Listed	Baggage check-in at ticket counter  <b>60 Minutes</b> before departure	Check-in at ticket counter  <b>45 Minutes</b> before departure	Re-check required at ticket counter  <b>30 minutes</b> before departure
St. Croix St. Thomas Tortola Virgin Gorda	San Juan	Check-in or Re-check at ticket counter <b>60 minutes</b> before departure		
Culebra Mayaguez Vieques	San Juan	Check-in or Re-check at ticket counter <b>30 minutes</b> before departure		
St. Croix St. Thomas	St. Thomas St. Croix	Check-in or Re-check at ticket counter <b>30 minutes</b> before departure		
St Thomas Tortola/Virgin Gorda	Tortola / Virgin Gorda St Thomas	Check-in or Re-check at ticket counter <b>60 minutes</b> before departure		
St. Croix	Vieques	Check-in or Re-check at ticket counter <b>60 minutes</b> before departure		
Vieques	St. Croix	Check-in or Re-check at ticket counter <b>30 minutes</b> before departure		
Hyannis Lebanon Martha's Vineyard Nantucket New Bedford Provincetown White Plains	Hyannis Lebanon Martha's Vineyard Nantucket New Bedford Provincetown White Plains	Check-in or Re-check at ticket counter <b>30 minutes</b> before departure		
New York City	White Plains	Board shuttle at NE corner of 35th ST and 8th Avenue, 10 min before departure		

## **11. Disclosures**

Cape Air will disclose to the customer the following:

### **Itinerary & Cancellation Policies**

Our representatives will disclose to you upon booking, or upon request, your itinerary and any cancellation policies which apply.

### **Known Change of Aircraft**

Our representatives will disclose any available information regarding a change of aircraft on a single flight with the same flight number and will do so at the time of booking.

### **Failure to Use Each Flight Segment**

Cape Air tickets are priced and sold based on the itinerary and not as individual flight segments. If you foresee a change or must make a change to the itinerary while enroute, you must contact Cape Air to determine how this may affect the ticket and remaining travel plans. For example, if you do not show up for one segment of your itinerary, we may cancel your reservations on all remaining segments, including other airline segments.

### **Frequent Flyer Programs & Rules**

Cape Air's own internal frequent flyer program is our Discount Ticket Book, more commonly known as the "commuter book." This is a book of 10 one way coupons. The coupons may be used on any flight on the route for which the book was purchased, without restrictions. Our representatives will disclose upon request all information regarding the rules and requirements for participation and travel using our Discount Ticket Books.

Cape Air will soon offer "Travel Pass", a program for frequent travelers involving the purchase of and ability to store multiple E-tickets for future travel.

Through code share partnerships, Cape Air's customers may earn and redeem miles through the frequent traveler programs of these partner airlines when booking codeshare itineraries through our partner airlines. In such instances, the partner airline frequent traveler policies apply. Please contact our partner airlines or refer to their websites for more information on these programs.

### **Aircraft Configuration & Lavatory Availability**

Customers can obtain information on aircraft configuration and seating at [www.capeair.com](http://www.capeair.com), or through contact with a Cape Air agent in our Reservations Office, at the Airport, or at a City Ticket Office. Information regarding available on-board lavatories may be obtained through contact with any Cape Air agent listed above. This information is also included below for your convenience:

Lavatories are not available on Cape Air's Cessna 402, Britten Norman Islander or Cessna Caravan Amphibian aircraft.

A lavatory is generally available on Cape Air's ATR-42 aircraft in Micronesia.

## **12. Customer Care**

The employee-owners of Cape Air strive to provide our customers with a travel experience that is a cut above the rest. We live by the mantra, MOCHA HAGoTDI, which means Make Our Customers Happy And Have A Good Time Doing It.

Listening and learning from our customers is key to our ability to serve well. Whether you have a complaint or a comment, we appreciate your time in giving us the opportunity to understand your needs. We will acknowledge receipt of any complaint from you in writing within 30 days of receiving that communication. Your complaint will be addressed as soon as possible, but no later than 60 days after receipt.

Please feel free to contact our Customer Care office at [careteam@capeair.com](mailto:careteam@capeair.com) or at Cape Air Customer Care, 660 Barnstable Road, Hyannis, MA 02601.

**We take these service goals very seriously and will do everything we can to meet and exceed your expectations. However, the Customer Commitments do not create contractual or legal rights. Rather, our contractual rights and obligations are set out in our Contract of Carriage and applicable tariffs, both of which provide additional details on the matters discussed and must be consulted to fully understand your rights and our obligations. Please refer to the Contract of Carriage on our website, or contact any Cape Air representative for a copy.**